

CHARLES A. SHADID, L. L. C.

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Via certified mail – Return receipt requested

June 2, 2014

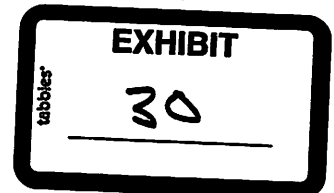
Ken Smith
Associated Claims Management, Inc
On behalf of Aspen Specialty Insurance Co.
510 E 1st Street
Oakboro, NC 28129
Fax 704-973-9303

Claim Number: PR1200037375
Policy Number: PRAAJM212
Date of Loss: 5/31/2013
Loss Locations: *Multiple* – Refer to Schedule of Locations
Policy Dates: 8/20/2012 – 8/20/2013

Dear Mr. Smith,

This letter is in response to your letter of May 20, 2014. I am still mystified that you refuse to even acknowledge any of my asking for information from you in my letter of April 21, 2014. In my opinion, it is patently arbitrary, and frankly bad faith for you to continue to ignore any and all of my sincere requests for information on the claim that I am more than legally entitled to under the policy, and quite clearly evidences your bad faith intent to withhold anything that might help settle this claim.

I am not, as you state in your letter, refusing to provide germane documentation; as I have previously pointed out to you, I have provided copious amounts of documentation (more than 500 pages). For you to ask for detailed documents of irrelevant materials of ten years ago is quite frivolous and very difficult to assemble. I will provide you with whatever the policy requires to settle this claim. Your own agent that inspected the properties prior to you issuing the policy, and your inspection after the loss, clearly noted that most of the roofs had been recently replaced. The properties were cleared by your inspections to issue the policies as they stood. For you at this point to continually raise the bar in hopes of stalling any settlement and/or clouding the issue is highly irregular and in bad faith. Regardless of the above, I will furnish you with the documents pertaining to the claim. Over a period of 10 years time it will be difficult and time consuming, however I want to fully comply with the policy.



If there is any damage due to any previous weather conditions, this damage can be taken into consideration by depreciation on the existing claim. The insured does not claim or intend to collect on any damage that did not occur during the policy term.

This tactic is also a violation of the insured's rights as a policy holder to settle the claim, especially in the light of you not only refusing to honor my requests for basic information that I am entitled to, but ignoring my requests completely. Such treatment is unconscionable, especially since at the same time you keep asking more from me!

I hope that you will reconsider your actions and show good faith by providing the simple information I have requested and pay the insured for any loss that is not disputed. I sincerely also hope that this matter can be settled amicably without further complications.

As per your request, I am enclosing 148 pages of copies of statements and checks in payment of repairs made since May 31, 2013 in the amount of \$319,187.00.

The insured demands that payment be made immediately for the undisputed amounts that Aspen agrees that the insured is entitled to as a result of the damages sustained to insured's property. There is no reason that any undisputed damages that Aspen agrees are due to insured should not be paid without delay. The withholding of these undisputed damages for one year amounts to bad faith on the part of Aspen.

Charles A. Shadid, LLC continues to reserve the rights under the policy and nothing in this letter shall be construed as a waiver of any of those rights.

Yours very truly,



Charles A. Shadid
Mgr., Charles A. Shadid, LLC

cc: Cliff Miller
Professional Insurors, LLC